

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE	OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 263-01-P(CW)-0044	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/12/01	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY National Institutes of Health Office of Logistics and Acquisitions Operations Bldg. 13, Room 1S09 Bethesda, Maryland 20892		CODE		8. ADDRESS OFFER TO (if other than Item 7) Lisa Schneider, Contract Specialist		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 13, Room 1S09 until 2:00 p.m. local time February 13, 2001
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals. See Section L, Provision No. 52.214-7 or 52.216-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME Lisa Schneider	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS ls113o@nih.gov
	AREA CODE 301	NUMBER 435-8447	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE 301	NUMBER	EXT.		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION; <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -- >		ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

Independently and not as an agent of the Government, the contractor shall furnish all necessary labor, materials and equipment required to provide for Preventive Maintenance, Inspections, Repairs, operate, Tests remove and Emergency Services for the installed and portable Diesel/natural gas-Generator Sets located on the NIH campus, Bethesda MD and the NIH Animal Center, Poolesville MD. (see attached list of equipment at the end of SECTION B). The Diesel-Generator Set including all sensors, meters, senders, excitation and voltage regulation, P.C. boards etc., and the Automatic/Manual Transfer Switches with associated senders, sensors, relays, motors etc., comprises an Emergency Electrical Power System.

Time And Material Work. (Items 2., 3., and 4., below.) Work of this nature will be addressed on a case by case basis per separate delivery orders.

SECTION B.2 - PRICES/COSTS

Basic Period of Performance
_____ through _____
(to be completed at time of award)

	Quantity	Unit	Unit Price	Total Price
1. Regular Maintenance/ Preventive Maintenance, Inspections and Tests	12	Mos.	\$ _____	\$ _____
2. Scheduled Repairs	200	Hrs.	\$ _____	\$ _____
3. Emergency Repairs and call-back service (during normal work hrs)	50	Hrs.	\$ _____	\$ _____
(other than normal hrs.)	250	Hrs.	\$ _____	\$ _____

Contractors total bid for basic year: \$ _____

4. *Parts and Materials
for Items #2&3

* NTE \$30,000.00

* The Government will allocate funds for this item at the time the contract is awarded

TOTAL CONTRACT CEILING \$ _____

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Option Year 1
 Period of Performance
 _____ through _____
 (to be completed at time of award)

	Quantity	Unit	Unit Price	Total Price
1. Regular Maintenance/ Preventive Maintenance, Inspections and Tests	12	Mos.	\$ _____	\$ _____
2. Scheduled Repairs	200	Hrs.	\$ _____	\$ _____
3. Emergency Repairs and call-back service (during normal work hrs)	50	Hrs.	\$ _____	\$ _____
(other than normal hrs.)	250	Hrs.	\$ _____	\$ _____

Contractors total bid for basic year: \$ _____

4. *Parts and Materials
for Items #2&3
- * NTE \$30,000.00

* The Government will allocate funds for this item at the time the contract is awarded

TOTAL CONTRACT CEILING \$ _____

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Option Year 2

Period of Performance

_____ through _____
 (to be completed at time of award)

	Quantity	Unit	Unit Price	Total Price
1. Regular Maintenance/ Preventive Maintenance, Inspections and Tests	12	Mos.	\$ _____	\$ _____
2. Scheduled Repairs	200	Hrs.	\$ _____	\$ _____
3. Emergency Repairs and call-back service (during normal work hrs)	50	Hrs.	\$ _____	\$ _____
(other than normal hrs.)	250	Hrs.	\$ _____	\$ _____

Contractors total bid for basic year: \$ _____

4. *Parts and Materials
for Items #2&3

* NTE \$30,000.00

* The Government will allocate funds for this item at the time the contract is awarded

TOTAL CONTRACT CEILING \$ _____

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Option Year 3

Period of Performance

_____ through _____
(to be completed at time of award)

	Quantity	Unit	Unit Price	Total Price
1. Regular Maintenance/ Preventive Maintenance, Inspections and Tests	12	Mos.	\$ _____	\$ _____
2. Scheduled Repairs	200	Hrs.	\$ _____	\$ _____
3. Emergency Repairs and call-back service (during normal work hrs)	50	Hrs.	\$ _____	\$ _____
(other than normal hrs.)	250	Hrs.	\$ _____	\$ _____

Contractors total bid for basic year: \$ _____

4. *Parts and Materials
for Items #2&3

* NTE \$30,000.00

* The Government will allocate funds for this item at the time the contract is awarded

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Option Year 4
Period of Performance
_____ through _____
(to be completed at time of award)

	Quantity	Unit	Unit Price	Total Price
1. Regular Maintenance/ Preventive Maintenance, Inspections and Tests	12	Mos.	\$ _____	\$ _____
2. Scheduled Repairs	200	Hrs.	\$ _____	\$ _____
3. Emergency Repairs and call-back service (during normal work hrs)	50	Hrs.	\$ _____	\$ _____
(other than normal hrs.)	250	Hrs.	\$ _____	\$ _____

Contractors total bid for basic year: \$ _____

4. *Parts and Materials
for Items #2&3

* NTE \$30,000.00

* The Government will allocate funds for this item at the time the
contract is awarded

TOTAL CONTRACT CEILING \$ _____

PART I - THE SCHEDULE

SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 INTENTION

The National Institutes of Health (NIH) located in Bethesda, Maryland requires a fully functional emergency power system consisting of emergency generators.

The NIH is seeking a contractor to help achieve this result. The contract vehicle will be fixed price and performance based. The National Institutes of Health (NIH), Office of Logistics and Acquisition Operations, through this procurement, intends to award a Indefinite Delivery Requirements contract for acquiring services in support of the emergency generators identified in the Statement of Work for NIH and its supporting facilities. The focus is to proactively address issues deemed vital to NIH and specifically to provide support to the Division of Engineering Services (DES) function in its critical role of providing building support services to institutes and their supporting facilities. Through this procurement, DES will provide a mandatory Task/Delivery Order contract with improved procurement lead time and at an equitable and reasonable price to their customer.

Overview

This Statement of Work (SOW) describes the requirements for work under a Performance-Based Contract (PBC) for the National Institutes of Health and any resident agencies within the confines of the NIH Complex. This includes sub-locations at other agencies and facilities. Currently the locations are: NIH Bethesda Campus, and the Federal Building in downtown Bethesda, Maryland.

This shall be a hybrid firm-fixed price and indefinite delivery, indefinite quantity -- time and materials contract. The firm-fixed price SOW requirements in this Performance-Based Contract will be defined in the Performance Work Statement.

The indefinite delivery, indefinite quantity (IDIQ) elements of this requirement shall be determined on an As required basis@.

NOTE: This Statement of Work uses Performance-Based Methodology. Contractors should carefully read the requirements in the Statement of Work realizing that the emphasis is on fixed-priced requirements. All Firm Fixed Price task orders will require the contractor to provide services based upon output, outcome, accomplishment and end results. The Government will NOT tell the contractor how to do their job. The Government will pay the contractor for results NOT level of effort. All IDIQ Time and Materials Requirements will have a not to exceed (NTE) dollar amount, making this part of the contract a Firm Fixed Price Level of Effort Requirement.

C.2 DEFINITIONS

Emergency Power System B The diesel and natural gas engine, electric generator, automatic/manual transfer switches, and all associated sensors, sendors, relays, P.C. boards, timers, etc.

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C.3 GENERAL REQUIREMENTS

All work performed under this contract shall be performed by qualified and certified, personnel to ensure operational readiness of all Diesel, natural gas generator sets. Personnel shall at a minimum be Certified Diesel Engine Mechanics, Certified Transfer Switch Technicians, and UPS system Technicians.

The inspection and maintenance and repair work described herein shall be performed by the Contractor unless otherwise stated, and applies to all equipment and components comprising an emergency generator. Contractor must have certified technicians and mechanics on-site.

Contractor shall perform regular and preventive maintenance on the diesel and natural gas engine, electric generator, automatic/ transfer switches, ups system and all associated components in accordance with the manufacturer's requirements (NAFP 99-110a) and at the intervals specified. Visual inspections shall be performed on all diesel and natural gas generators. The following should be maintained by the Contractor: lube oil system, coolant system, fuel system, belts and hoses, exhaust system, air system, starter system, controls, gauges and instrumentation, lubrication, leaks, engine, vents, transfer switches, and fuel tanks and controls.

Testing of the installed diesel generators should be completed quarterly by simulating loss of normal power to the emergency bus to test the automatic start-up and loading of the emergency generator through the building emergency power loads. All operating temperatures, pressures, voltages, amps and frequencies shall be logged. All engine and electrical systems should be inspected to ensure maximum performance. Automatic transfer switches (ATS) should be inspected, tested, and maintained annually. Additionally, all diesel and natural and generators must be load tested annually. Diesel and natural gas generator sets must be load tested to their rated kilowatt (KW).

SECTION C.4 RESPONSE TIME

The Contractor's technician or mechanic must respond within two hours to a trouble calls from Project Officer, or designee of the NIH.

SECTION C.5 EQUIPMENT REPAIR

Contractor must repair generators in a timely manner. The NIH has classified two types of repairs: major and minor. Minor repairs are repairing/replacing starter motors, fuel pumps, governors, over speed trips, mechanical/ electrical control, pc boards and protective devices, gauges, meters, filters, hoses, relays, and contacts. These are all considered minor repairs and should be performed at no additional cost to the government. Minor repairs should be completed within 24 hours. Major repairs are considered as overhauls of the diesel and natural gas engines, electric generator, and replacement of automatic transfer switch, and batteries, modules, for the UPS system. Major repairs shall not have a downtime that exceeds thirty days.

SECTION C.6 MAINTENACE REQUIRED

Contractor shall respond to requests for emergency services to any generating unit within two hours. The Government reserves the right to determine what constitutes an emergency. Normally, emergency service will be performed during normal working hours. However, after hours emergency service shall be performed on a 24 hour, 7 day a week basis.

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SECTION C.7 NON-CHARGEABLE MAINTENANCE ITEMS

No additional charges for replacement parts are permitted unless parts are required due to negligence or fault of the Government or catastrophic event.

SECTION C.8 EQUIPMENT LOCATION

All diesel and natural gas generators, and automatic transfer switch are located in various buildings on the NIH campus in Bethesda, Maryland and the NIH Animal Center in Poolsville, Maryland. The EPS 6000 UPS is located in building 12. See attached list.

SECTION C.9 CONTRACTOR QUALITY CONTROL

Contractor must provide NIH with a quality control plan for maintaining the generators.

Contractors shall notify NIH of all government-caused problems not within Contractor's control, which affect performance.

SECTION C.10 RESPONSIBILITIES OF THE GOVERNMENT

NIH will assume responsibility for all equipment that is not designated for contractor operation and maintenance. NIH reserves the right to work on any and all equipment when deemed necessary by the Project Officer.

SECTION C.11 GOVERNMENT QUALITY ASSURANCE

NIH will use a variety of surveillance methods to determine if performance meets contract standards.

NIH will conduct random inspections of contractor work, problem/trouble tickets, and maintenance logs. All documentation must be made available to the Project Officer immediately upon request.

The Project Officer will conduct a semi-annual survey of his personnel to assess the Contractor's compliance with maintaining a courteous and professional relationship with associated staff.

SECTION C.12 CONTRACTOR RESPONSIBILITY

Contractor responsibility is to perform all work contained in this contract. Contractor must immediately inform NIH of any situation that prevents them from completing their task as outlined in this contract.

Contractor shall notify Project Officer immediately of any malfunctioning generator.

Contractor shall notify the Project Officer of all tests run to simulate loss of normal power to the emergency bus and all tests run on automatic transfer switches. The aforementioned tests have a significant impact on the occupants of the building. Further, these tests must be scheduled with the Project Officer. Any malfunctions must be recorded and reported to the Project Officer. A schedule containing all regular and preventative maintenance and testing shall be provided to the Project Officer at the onset of the contract.

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Contractor must submit a written report to the Project Officer within one week of completion of annual and quarterly test and inspection.

Contractor must provide a comprehensive schedule of preventive maintenance on all diesel generators sets, installed and portable, within thirty days of contract award. Schedules should detail specific preventive maintenance actions to be taken and the intervals at which they are to be taken.

Contractor shall demonstrate evidence of a diesel and natural generator set maintenance facility, as well as an adequate supply of parts and materials to provide regular and emergency services, maintenance and repair as described in the specifications.

Contractor must supply technicians and mechanics certifications from recognized training organizations, i.e. for Mechanics; Detriot, Cummins, Onan, or equal, for Technicians; Asco, Zenith, etc. or equal. In addition, the mechanics and technicians shall have a minimum of four years in the repair and maintenance of diesel generator sets, and ups system of the make and type set forth in the list of equipment.

Contractor shall notify Project Officer of all fuel levels. Fuel levels cannot be lower than three-fourths full at any time. Contractor shall submit a report to the Project Officer indicating all fuel levels and temperatures on a weekly basis. NIH is responsible for providing the fuel to bring the fuel levels up to standard.

Contractor shall furnish a written report to the Project Officer as to the nature of all work performed under this contract indicating findings and corrective action taken and parts used. This report should be submitted to Building 13 Room G-903.

SECTION C.13 CONTRACTOR FURNISHED ITEMS

The Contractor shall provide all tools, equipment, spare parts, and all safety related items to enable full completion of the tasks associated with this contract.

SECTION C.14 WORK DOCUMENTATION

Contractor is responsible for completing tasks and submitting them to the Project Officer.

SECTION C.15 SERVICE MAINTENACE LOGS

Contractor shall maintain a log on each unit maintained and serviced. The log shall identify the unit by building and facility number, date maintenance and/or service repair was accomplished, nature of the work performed, completeness of work, parts and materials used and any other information pertaining to the unit and signed by the mechanic/technician who performed the work

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Desired Outcomes	Required Service	Performance Standard (Completeness, Reliability, Accuracy, Timeliness, Quality, Cost)	Acceptable Quality Level (AQL) Deviation from Performance Standard	Monitoring Method (Quality Assurance Plan)	Incentives/ Disincentives for meeting or not meeting AQL
Fully operational emergency generators	Preventative Maintenance (See attachment to Section J)	Regular maintenance on all diesel, natural gas engines, electric generator, the automatic/manual transfer switches, fixed and portable generators and all associated components to meet NFPA 99-110a standards, manuf., and NIH requirements.	100% of all maintenance completed	- NIH inspections -Checklist of maintenance activities completed	If maintenance is not 100% complete the contractor will be penalized until complete
	Testing/ Maintenance	(1) Quarterly testing of diesel generators by simulating loss of power	Run diesel and natural generators for one hour	Review logbook of scheduled testing	If schedule is not adhered to contractor will be penalized 20% per job
	Testing/ Maintenance	(2) ATS tested and inspected annually and quarterly	100%	ATS log book	
	Testing/ Maintenance	(3) Annually load test all diesel and natural gas	Full rated load test for a minimum of two	Log book	

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		generators	hours for 100% load bank		
	Upgrades	Upgrade a equipment to meet all standards and codes,	100%	As requested by PO	
	Remove	Remove non- functioning generators	100%	As requested by PO	
	Timely Repairs	Project Officer notification	100% Preformed during normal working hours Major B no more than 30 days of downtime Minor B repaired in 1 day	Trouble tickets/repair calls SurveyPO Verification	If repair time is greater than 30 days, Contractor will be penalized 30%
	Emergency Services	Project Officer determines	100% Respond w/n 2 hours of notification, 24/7 (after Hours) Normal hours B immediate response	Trouble tickets/repair calls Survey PO Verification	If contractor is not on-site within two hours they will be penalized by a decrease in price by whatever the cost is to the Government
	Parts and materials	Designed for diesel natural gas generators; must use manufacturer-s new parts or generic	100%	List of replaced parts	

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		must be approved by PO			
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	Fuel Maintenance	Fuel tanks and controls must be maintained at 3/4 full level, less than 3/4 is reported to PO. Must be checked weekly.	100%	Examine fuel and water levels	
	On-Site Personnel 7:30-4:00 PM Mon.- Fri. excluding contractor holidays	Must have certified technicians and mechanics	100%	Review at Staff Meetings	
	Personnel shall wear a standard uniform containing the company's name and maintain a professional appearance. Contractor must display a NIH contractor badge at all times.		100%	Survey	
	Maintain a uniform and		100%	Survey	

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	courteous and professional working relationship				
	Overall Documentation	Summary reports	100%	Weekly and Monthly Reports	

**Maintenance and Repair of Emergency Generators
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PART I - THE SCHEDULE

SECTION D - PACKAGING AND MARKING

1. Marking: All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number, Record of Call, and the Task Order Number.
2. Payment of Postage and Fees. All costs incurred by the contractor for postage and fees required for performance of this contract shall be paid by the contractor.

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PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

ARTICLE E.1. GENERAL

(a) At a minimum the following paragraphs shall be applicable to all delivery orders issued under this contract. Additional inspection and acceptance requirements may be specified in each delivery order.

(b) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of all work under this contract.

(c) For purposes of this Article, the Project Officer is the authorized representative of the Contracting Officer.

(d) The Contractor shall not receive final payment until all requirements of the contract have been completed to the satisfaction of the Contracting Officer and the Project Officer.

ARTICLE E.2. PLACE OF INSPECTION AND ACCEPTANCE

(a) Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed at the place of delivery/installation.

(b) The FAR clauses specified in paragraph E.5 are applicable to work sites specified in individual delivery orders.

ARTICLE E.3. SCOPE OF INSPECTION

(a) All deliverables will be inspected as set forth in the statement of work, delivery order and Record of Call.

(b) The government requires a period not to exceed fifteen (15) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the delivery order.

ARTICLE E.4. BASIS OF ACCEPTANCE

(a) The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the delivery order, the contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting Record of Call shall be corrected in accordance with the applicable clauses.

ARTICLE E.5. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Clause No. /Title /Date

52.246-2 Inspection of Supplies - Fixed Price AUG 1996

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52.246-4 Inspection of Services - Fixed Price AUG 1996
52.246-6 Inspection - Time and Material and Labor Hour JAN 1986
52.246-16 Responsibility for Supplies (Fixed Price) APR 1984

Article E.6 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246- (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform quality assurance functions at NIH in accordance with the Performance Requirements Summary located at Section C
(End of Clause)

Articel E.7 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR ALL LUMP SUM WORK

- A. The Contractor is responsible to totally fulfill the performance requirements of this contract. In addition to other task that fall within the scope of this contract, the Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.
- 1) The Government may apply an inspection technique which covers all or part of the work to either assess the Contractor's performance or determine the amount of payment due or both. The defect rate for the purpose of assessing the Contractor's performance will be the sum of all defects observed during the course of the work expressed as a percentage of the total population of work items on a monthly basis. (The defect rate will not be extrapolated to the total population of work items to determine payment due.) If the defect rate exceeds the Maximum Allowable Defect Rate (MADR) in the Performance Requirements Summary, (PRS), the Contractor's quality control is considered unsatisfactory. Failure to consistently maintain adequate quality control can result in termination for default.
 - 2) A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions, as set forth below.
- B. The Government will give the Contractor written notice of deficiencies by copies of the Inspector's Reports or otherwise prior to deducting for non-performed or unsatisfactory work.
Therefore:
1. In the case of non-performed work, the Government
 - a) Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices established by the Schedule of Prices and the PRS or provided by other provisions of this contract, unless the Contractor is permitted or required to

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perform pursuant to paragraph b. below and satisfactorily completes the work;

- b) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contracting Officer's Technical Representative (COTR), but in no event longer than six (6) hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such nonperformance, at no additional cost to the Government; or
- c) May, at its option, perform the services by Government personnel or other means.

2. In the case of unsatisfactory work, the Government:

- a) Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices established by the Schedule of Prices and the PRS or provided by other provisions of the contract; unless the Government afforded the Contractor an opportunity to re-perform pursuant to paragraph b. below and satisfactorily completes the work;
- b) May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the Contracting Officer's Technical Representative (COTR), but in no event longer than six (6) hours in the case of daily services, or 24 hours in the case of all other services, of the notice to the Contractor of such unsatisfactory work, at no additional cost to the Government; or
- c) May, at its option, perform the services by Government personnel or other means.

C. Should the Government elect options B.1.a., B.1.b., B.2.a., or B.2.b. above, the Government will not assess additional remedies if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; (2) the Contractor does not have a repetitive trend of non-performed and unsatisfactory work for the same requirements; and (3) the Contractor is willing to re-perform defective services at no additional cost to the Government.

D. Should the Government elect B.1.c. or B.2.c. above, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices established by the Schedule of Prices and PRS will be utilized in establishing a deduction amount. In addition to these payment deductions, the Government will assess an additional 20 percent or \$100 per contract requirement, whichever is greater, to compensate the Government for administrative costs and other expenses incurred by the Government to obtain satisfactory completion of the services.

- E. Where the Government exercises its options in B.1.b. or B.2.b., the Contractor's original inspection results shall not be modified upon re-inspection. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.
- F. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with the clause 52.249-8, "Default (Fixed Price Supply and Service)", in Section 1.

(End of Clause)

PART 1 - THE SCHEDULE.

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be for one (1) year, beginning the effective date of contract award, with options to renew for four (4) successive one-year periods. The total period of contract performance shall not extend beyond five years.

ARTICLE F.2. PLACE OF DELIVERY

The products and services required under the contract shall be completed and delivered in accordance with the delivery dates and locations contained in the individual delivery order.

ARTICLE F.3. DELIVERY SCHEDULE

The products and services required under the contract shall be completed and delivered to the specified address contained in the individual delivery order.

Unless otherwise specified, deliveries shall be made to the Delivery Point specified in each delivery order. Supplies or services scheduled for delivery on a Federal holiday shall be made the following day.

ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (JUNE 1988)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.211-17 Delivery of Excess Quantities SEP 1989
52.242-15, Stop Work Order (AUGUST 1989)
52.242-17, Government Delay of Work (APRIL 1984).
52.247-34 F.O.B. Destination (NOV 1991)

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G.1. GENERAL

At a minimum the following paragraphs shall be applicable to all delivery orders issued under this contract. Additional contract administration data may be specified in each delivery order.

ARTICLE G.3. KEY PERSONNEL

The personnel specified in this contract are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.

No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this article. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The following individuals are considered to be essential to the work being performed hereunder:

<u>TITLE</u>	<u>NAME</u>
Project Manager	_____

ARTICLE G.4. CONTRACT MANAGEMENT

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the government and the contractor. The following individuals will be the government points of contact during the performance of the contract.

(a) Contracting Officer. All contract administration will be effected by the Contracting Officer (CO). Communications pertaining to contractual administrative matters will be addressed to the CO. The word "government" as used throughout this contract or its attachments refers specifically to the CO. The CO is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. No changes of deviation from the scope of work shall be effected without a written modification to the contract executed by the CO authorizing such changes. Should the CO designate individuals to act as the Project Officer (PO) under any resultant contract or delivery order, such representative will be designated by letter of appointment from the CO in the technical phase of the work, but will not be authorized to change any of the terms and conditions of the

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contract or task order.

(b) Project Officer: The PO will be designated in writing on authority of the CO after contract award to monitor and coordinate all technical aspects and assist in the administration of the overall contract.

(1) Only the PO is authorized to provide technical direction to the contractor, and such direction must be within the scope of their designation letters. The contractor will receive copies of the contract and designation letters stating the responsibilities of the PO.

(c) Technical Coordination.

(1) Performance of work under this contract shall be in compliance with the Statement of Work and any approved delivery orders.

(2) All technical coordination shall be within the scope of the contract and the Record of Call. No oral statements of any person whosoever will in any manner or degree modify or otherwise affect the terms of this contract, except for "rapid reaction" verbal authorizations by the CO in accordance with clause G.4. Technical coordination shall not result in any action that:

A. constitutes an assignment of additional work outside the SOW or the Record of Call.

B. constitutes a change as defined in the contract clause entitled "Changes" for Firm Fixed Price and Time and Material contracts.

C. Causes an increase in the total contract ceiling, Record of Call price, or the time required for contract or Record of Call performance,

D. changes any of the expressed terms, conditions or specifications of the contract or task order, or

E. interferes with the contractor's right to perform the terms and conditions of the contract.

ARTICLE G.5. DELIVERY ORDER PROCEDURES

(a) One or more Record of Calls (ROC) may be issued during the performance period of this contract. After the minimum guarantee of one order at \$100 is met each additional delivery order shall be awarded to the awardees based on evaluation of prices, past performance, and availability.

ARTICLE G.6. METHOD OF ORDERING

The Consignees/Ordering Officials shall sign all orders (including written confirmation of oral/telephonic orders) involving requests for supplies and/or services under this contract. Each delivery shall be accompanied by a packing slip or other evidence of delivery/performance.

The authorized designees are: [To be specified prior to award]

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The following contractor representative(s) is/are authorized to receive and accept orders placed by telephone:

Name(s):

Telephone:

ARTICLE G.7. INDEFINITE DELIVERY CONTRACT PAYMENT METHOD

To initiate and receive prompt payment, the Contractor shall comply with the following procedure:

- (a) A Record of Call Number shall be given to you at the time the order is placed. The Contractor is cautioned not to accept an order unless one of these numbers is issued by the appropriate people identified in ARTICLE G.6. METHOD OF ORDERING.
- (b) Invoices shall be submitted monthly to the address indicated in ARTICLE G.8. INVOICE SUBMISSION of this contract. Invoices shall cite the Contract Number and the Record of Call Number for each order for which payment is being requested. See ARTICLE G.8. INVOICE SUBMISSION for more information about submission of a proper invoice.

ARTICLE G.8. INVOICE SUBMISSION

- (a) The Contractor shall submit an original and 2 copies of the invoice to the following address:

The National Institutes of Health
Accounts Payable Section, OFM
Building 31, Room B1B39
Bethesda, Maryland 20892

Two copies of the invoice shall also be submitted to the Project Officer at the following address:

National Institutes of Health
(To be completed upon contract award)

- (b) Inquiries regarding payment of invoices should be directed to the office designated above, attention of Chief Accounts Payable Section (301) 496-6088.

- (c) In addition to the requirements in ARTICLE G.7.(b), the contractor must also include the following information to comply with proper invoice submission procedures pursuant to FAR 32.9.

- (1) Name and address of the contractor.
- (2) Invoice date.
- (3) Contract number and Record of Call number for supplies delivered or service performed (including Order number and contract line item number.)
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

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(5) Shipping and payment terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(6) Name and address of contractor official to whom payment is to be sent (must be same as that in the contract or on a proper notice of assignment.)

(7) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(8) Any other information or documentation required by the contract (such as evidence of shipment).

ARTICLE G.9. PAST PERFORMANCE EVALUATION

(a) Past performance information is relevant information, for future delivery orders source selection purposes, regarding a contractor's actions under previously awarded delivery orders. It includes the contractor's record of conformance to requirements and standards of good workmanship, adherence to schedules including the administrative aspects of contract performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and business-like concern for the interest of the customer.

(b) At the discretion of the Project Officer will complete a delivery order evaluation form, forwarding a copy to the CO and contractor. A copy of the evaluation form is provided as Section J Attachment 5. The contractor will be given 30 days to comment, rebut or submit additional information that will be retained as part of the evaluation record. These evaluations may be used to support future delivery order source selections, especially where the CO is authorized to restrict the number of offerors on an opportunity in accordance with FAR 16.505(b)(2). These evaluations will be marked "Source Selection Information" and will not be released to other than government personnel and the contractor under evaluation. The evaluations will not be retained for longer than three years after completion of the delivery order.

ARTICLE G.10. DEPARTMENT OF LABOR WAGE DETERMINATION

(a) Any contract awarded as a result of this solicitation will be subject to Wage Determination number 94-2103 (REV 21), dated June 09, 2000. A copy of the current wage determination can be found in Section J, Attachment 2.

(b) General information regarding the requirements of the Service Contract Act of 1965, FAR 52.222-41, may be obtained from the Department of Labor, Washington D.C. 20310, or from any regional office of that agency. Requests for information should include the RFP or contract number, the name and address of the issuing agency and a description of the supplies or services.

PART 1 - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. TYPE OF CONTRACT

_This is an Indefinite Delivery Requirements contract with provisions for Firm Fixed Price, and Time and Material delivery orders. The type of contract selected will be determined by delivery order based on the criteria contained in FAR 16.1, Selecting Contract Types. Only one contract type will be used on an individual delivery order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

ARTICLE H.2. MINIMUM AND MAXIMUM AMOUNTS, INDEFINITE DELIVERY REQUIREMENTS

(a) This is an indefinite delivery requirements contract with a base year and 4 option years utilizing, Time and Materials (T&M) and Firm Fixed Price (FFP) delivery orders in accordance with FAR 16.5. The Government may award up to 1 contract. The estimated contract ceiling will be (To be determined at award) per each year, however, any unused ceiling may be carried over for the duration of the contract period.

(b) The Contracting Officer's decision to issue an order to a particular awardee shall be based on past performance, price, and availability. All delivery orders shall be awarded in full compliance with the "Federal Acquisition Streamlining Act" (FASA) of 1994, the "Federal Acquisition Reform Act" (FARA) of 1996.

ARTICLE H.3. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.5., the contract will consist only of (Year I) of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217-9 set forth in ARTICLE I.5. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform Year(s) 2 through 5) of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises this option, written notice must be given at least 30 days prior to the expiration date of this contract, and the estimated ceiling of the contract will be increased as set forth in ARTICLE B.2..

ARTICLE H.4. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General

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Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/oma.htm>)

ARTICLE H.5. ANTI -LOBBYING

Pursuant to Section 503(a) of Public Law 105-78, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

Pursuant to Section 503(b) of Public Law 105-78, contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

ARTICLE H.6. INSURANCE

See Section I - Clause 52.228-7, "Insurance Liability to Third Persons APR 1984." The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

_a. Workman's compensation insurance as required by law of the State.

b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

_c. Property damage liability with a limit of not less than \$100,000 for each accident.

d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

_A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award

certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

ARTICLE H.7. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The contractor shall save and hold harmless and indemnify the Government against any and all claims, liabilities, and costs of whatsoever kind and nature for injury to or death of any person or persons and for the loss or damage to any property (Government or otherwise) occurring in connection with or in any incident to or arising out of the occupancy, use service, operation or performance of work under the terms of this contract, resulting in whole, or part from the negligent acts or omissions of contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

ARTICLE H.8. DAMAGE TO GOVERNMENT PROPERTY FROM CAUSES OTHER THAN CONTRACTOR'S NEGLIGENCE.

Nothing in the proceeding clause shall be considered to preclude the Government from receiving the benefits on any insurance the contractor may carry which provides for the indemnification for any loss or destruction may of, damage to property in the custody and care of the contractor where such loss, destruction or damage is to the government property. The contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of or damage to Government property and upon the request of the Contracting Officer shall, at the Government all responsible assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

ARTICLE H.9. GENERAL METHOD OF PROCEDURE

All work shall be done in a first class manner. Workers shall be subject to the rules of the facility for which they are working such as parking regulations, obeying traffic rules, etc.

Work shall be executed in a manner to interfere as little as possible with normal functioning of the work area as a whole, including operation of utility services, fire protection systems, any existing equipment, work being done by others, as well as to provide unobstructed access to the work areas that remain in operation.

Article H.10 HOURS TO WORK

The Contractor will be permitted to work on the job at the NIH Reservation during regular hours, 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding contractor holidays.

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED PRICE
SUPPLY AND SERVICE CONTRACT - FAR 52.252-2, CLAUSES
INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates one or more clauses by reference, with the same force and effect, as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CHAPTER 1) CLAUSES

CLAUSE NO. TITLE AND DATE

202-1	Definitions (OCTOBER 1995)
203-3	Gratuities (Over \$100,000) (APRIL 1984)
203-5	Covenant Against Contingent Fee (Over \$100,000) (APRIL 1984)
203-6	Restrictions on Subcontractor Sales to the Government (Over \$100,000) (JULY 1995)
203-7	Anti-Kickback Procedures (Over \$100,000) (JULY 1995)
203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000) (JANUARY 1997)
203-10	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000) (JANUARY 1997)
203-12	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000) (JUNE 1997)
204-4	Printing/Copying Double-Sided on Recycled Paper (Over \$100,000) (JUNE 1996)
209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000) (JULY 1995)

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211-5 Material Requirements (OCTOBER 1997)

211-8 Time of Delivery (June 1997)

215-2 Audit and Records - Negotiation (Over \$100,000)
(AUGUST 1996)

215-8 Order of Precedence-Uniform Contract Format
(OCTOBER 1997)

215-10 Price Reduction for Defective Cost or
Pricing Data (Over \$500,000) (OCTOBER 1997)

215-12 Subcontractor Cost or Pricing Data (Over
\$500,000) (OCTOBER 1997)

215-14 Integrity of Unit Prices (Over \$100,000)
(OCTOBER 1997)

215-15 Termination of Defined Benefit Pension Plans
(OCTOBER 1997)

215-18 Reversion or Adjustment of Plans for Post-
Retirement Benefits (PRB) other than Pensions
(OCTOBER 1997)

215-19 Notification of Ownership Changes (OCTOBER
1997)

215-21 Requirements for Cost or Pricing Data or
Information Other Than Cost or Pricing Data--
Modifications (OCTOBER 1997)

216-21 Requirements (OCTOBER 1995) (contract
expiration date.)

219-8 Utilization of Small, Small Disadvantaged, and
Women-Owned Small Business Concerns (Over \$100,000)
(JUNE 1997)

219-9 Small, Small Disadvantaged, and Women-Owned Small
Business Subcontracting Program (Over \$500,000) (AUGUST
1998)

219-16 Liquidated Damages - Subcontracting Plan
(AUGUST 1998)

222-3 Convict Labor (AUGUST 1996)

222-20 Walsh-Healy Public Contracts Act (DECEMBER
1996)

222-26 Equal Opportunity (APRIL 1984)

222-28 Equal Opportunity Preaward Clearance of
Subcontracts (Over \$1,000,000) (APRIL 1984)

222-35 Affirmative Action for Disabled Veterans and

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Veterans of the Vietnam Era (APRIL 1998)

222-36 Affirmative Action for Workers with Disabilities (JUNE 1998)

222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APRIL 1998)

222-41 Service Contract Act of 1965, As Amended (MAY 1989)

)

222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

223-2 Clean Air and Water (Over \$100,000) (APRIL 1984)

223-6 Drug-Free Workplace (JANUARY 1997)

52.223-14 Toxic Chemical Release Reporting (OCTOBER 1996)

225-3 Buy-American Act - Supplies (JANUARY 1994)

225-11 Restrictions on Certain Foreign Purchases (AUGUST 1998)

227-1 Authorization and Consent (Over \$50,000) (JULY 1995)

227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000) (AUGUST 1996)

227-3 Patent Indemnity (APRIL 1984)

229-3 Federal, State and Local Taxes (Over \$100,000) (JANUARY 1991)

229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APRIL 1984)

232-1 Payments (APRIL 1984)

232-8 Discounts for Prompt Payment (MAY 1997)

232-9 Limitations on Withholding of Payments (APRIL 1984)

232-11 Extras (APRIL 1984)

232-17 Interest (Over \$100,000) (JUNE 1996)

232-23 Assignment of Claims (JANUARY 1986)

232-25 Prompt Payment (JUNE 1997)

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232-33 Mandatory Information for Electronic Funds
Transfer Payment (AUGUST 1996)

233-1 Disputes (OCTOBER 1995)

233-3 Protest After Award (AUGUST 1996)

237-2 Protection of Government Buildings, Equipment,
and Vegetation (APRIL 1984)

242-13 Bankruptcy (Over \$100,000) (JULY 1995)

243-1 Changes - Fixed Price (AUGUST 1987), Alternate I
(APRIL 1984)

244-2 Subcontracts (AUGUST 1998) *If written consent to
subcontract is required, the identified subcontracts are
listed below:

245-2 Government Property (Fixed Price Contracts)
(DECEMBER 1989)

246-17 Warranty of Supplies of a Noncomplex Nature
(APRIL 1984)

246-20 Warranty of Services (APRIL 1984)

246-25 Limitation of Liability - Services (FEBRUARY 1997)

249-2 Termination for Convenience of the Government
(Fixed Price) SEPTEMBER 1996

249-4 Termination for Convenience of the Government
(Services) (Short Form) (APRIL 1984)

249-8 Default (Fixed-Price Supply and Service) (Over
\$100,000) (APRIL 1984)

249-14 Excusable Delays (APRIL 1984)

253-1 Computer Generated Forms (JANUARY 1991)

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION
(HHSAR) (48 CFR CHAPTER 3) CLAUSES

HHSAR CLAUSE NO. TITLE AND DATE

.202-1 Definitions (APRIL 1984)

.232-9 Withholding of Contract Payments (APRIL
1984)

.270-4 Pricing of Adjustments (APRIL 1984)

.270-6 Publication and Publicity (JULY 1991)

.270-7 Paperwork Reduction Act (APRIL 1984)

[END OF GENERAL CLAUSES FOR A NEGOTIATED FIXED PRICE SERVICE CONTRACT
- Rev. 8/98]

ARTICLE I.2. - ORDERING (FAR 52.216-18) (OCTOBER 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from award of contract through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control.

8 If mailed, a delivery order is considered "issued" when the government deposits the order in the mail. Orders may be issued orally, e-mail, and/or facsimile, or by electronic commerce methods only if authorized in the schedule.

ARTICLE I.3. - DELIVERY ORDER LIMITATIONS (FAR 52.216-19) (OCTOBER 1995)

(a) Minimum order: When the government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this contract.

(b) Maximum order: The contractor is not obligated to honor -

(1) Any order for a single item in excess of the total yearly contract ceiling of the contract;

(2) Any order for a combination of items in excess of the total yearly contract ceiling as stated in your contract; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

8 If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 of the Federal Acquisitions Regulation (FAR), the Government is not required to order part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and 8 of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End Clause)

ARTICLE I.4. - REQUIREMENTS (FAR 52.216-21) (OCTOBER 1995)

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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

8 Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the date stated on the last delivery order.

ARTICLE I.5. OPTION TO EXTEND THE TERMS OF THE CONTRACT (FAR 52.217-9) (MARCH 1989)

(a) The Government may extend the terms of this contract by written notice to the contractor within 30 days provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercise this option, the extended contract shall be considered to include this option provision.

8 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

ARTICLE I.6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APRIL 1984)

Funds are not presently available for the performance under this contract beyond Government's fiscal year end. The Government's obligation for the performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for the performance and until the Contractor receives notice of the availability, to be confirmed in writing by the Contracting Officer.

ARTICLE I.7. CLEANING UP (FAR 52.236-12) APRIL 1984

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

ARTICLE I.8. BUY AMERICAN Act--Balance of Payments Program--Supplies (Feb 2000)

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An un-manufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern

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Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act-- Balance of Payments Program Certificate."

(End of clause)

ARTICLE I.9 52.232-28 Invitation to Propose Performance-Based Payments.

Invitation to Propose Performance-Based Payments (Mar 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

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- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.
- (3) Information addressing the Contractor's investment in the contract.
- (e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

ARTICLE I.10. FAR 52.532-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER B
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (May 1999)

(a) *Method of Payment*

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ~~A~~EFT® refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory Submission of Contractor's EFT Information*

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ~~A~~designated office®) by ~~the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or Aconcurrent with first request® as prescribed by the head of the agency; if not prescribed, insert A~~no later than 15 days prior to submission of the first request for payment®]. If not otherwise specified in

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this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(C) Mechanisms for EFT Payment

The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of Payment

- (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for Uncompleted or Erroneous Transfers

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and

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(iii) Recovering any erroneously directed funds.

(1) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and B

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and Prompt Payment*

A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and Assignment of Claims*

If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for Change of EFT Information by Financial Agent*

The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(I) *Payment Information*

The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of

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the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing.

However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT Information*

The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph 8 of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of Clause)

ARTICLE I.11 52.223-11 Ozone-Depleting Substances.
Ozone-Depleting Substances (Jun 1996)

(a) *Definition.* "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the

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extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- 1. Listing of Generator Equipment**
- 2. Listing of Transfer Switches**
- 3. Service Contract Wage Rate General Decision No. MD-94-2103 dated 6/9/2000**
[Will fax upon request](#)
- 4. Disclosure of Lobbying Activities(SFLLL.FP3 & SFLLLA.FP3).**
<http://mantis.cit.nih.gov/NIHForms/ContractsFM.html>
- 5. Past Performance: <http://rcb-intranet.nih.gov/forms.htm>**

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- | | | |
|-----|---------------|--|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to
Influence Certain Federal Transactions (DEVIATION) |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.204-6 | Data Universal Numbering System (DUNS) Number |
| 6. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed
Debarment and Other Responsibility Matters |
| 7. | FAR 52.215-6 | Place of Performance |
| 8. | FAR 52.219-1 | Small Business Program Representations |
| 9. | FAR 52.219-19 | Small Business Concern Representation for the
Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-21 | Small Business Size Representation for Targeted
Industry Categories Under the Small Business
Competitiveness Demonstration Program |
| 11. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 12. | FAR 52.222-21 | Certification of Nonsegregated Facilities |
| 13. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 14. | FAR 52.222-25 | Affirmative Action Compliance |
| 15. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 16. | FAR 52.225-2 | Buy American Act--Balance of Payments Program
Certificate |
| 17. | FAR 52.225-6 | Trade Agreements Certificate |
| 18. | FAR 52.230-1 | Cost Accounting Standards Notices and Certification |
| 19. | FAR 15.406-2 | Certificate of Current Cost or Pricing Data |

To Be Completed by the Offeror: **(The Representations and Certifications must be executed by an individual authorized to bind the offeror.)** The offeror makes the following Representations and Certifications as part of its proposal **(check/complete all appropriate boxes or blanks on the following pages).**

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

20. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**
(APRIL 1985)

- (a) The offeror certifies that -
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....
.....
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

21. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
- (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision,

shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

22. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(1) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(2) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(3) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(4) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(5) Type of organization.

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- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other

(6) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
Name

TIN

23. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

- (a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

24. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies

the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

25. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (MARCH 1996)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
(i) The Offeror and/or any of its Principals --

- (A) Are [], are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [], have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) Are [], are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

- (ii) The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by

paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

26. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

	Place of Performance	(Street Address
Zip Code)	Name and Address of Owner and Operator of the Plant	(City, State, County,
	or Facility if Other than Offeror or Respondent	

27. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(OCTOBER 2000)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 235310.

- (2) The small business size standard is \$11.5 million.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
 - (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
 - (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (c) **Definitions.** As used in this provision-

Service-disabled veteran-owned small business concern-

- (1) Means a small business concernB
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business,

not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and

- (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation

providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE I (OCTOBER 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

28. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer or less	<input type="checkbox"/> \$1 million
<input type="checkbox"/> 51 - 100 million	<input type="checkbox"/> \$1,000,001 - \$2
<input type="checkbox"/> 101 - 250 million	<input type="checkbox"/> \$2,000,001 - \$3.5
<input type="checkbox"/> 251 - 500 million	<input type="checkbox"/> \$3,500,001 - \$5
<input type="checkbox"/> 501 - 750 million	<input type="checkbox"/> \$5,000,001 - \$10
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

29. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)

Maintenance and Repair of Emergency Generators
Solicitation No. 263-01-P(CW)-0044

K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

30. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

(a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

(1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the

applicable exclusions set forth at 13 CFR
124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm> . Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm> The offeror shall use the list in effect on the date of this solicitation. AAddress,@ as used in this provision, means the address of the offeror as listed on the Small Business Administration-s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, Aaddress@ refers to the address of the small disadvantaged business concern that is participating in the joint venture.

31. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES**
(FEBRUARY 1999)

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

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- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

35. **52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate, or 52.225-6, Trade Agreements Certificate) apply.]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ABuy American Act--Balance of Payments Program--Supplies@ and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (b) Foreign End Products:

Line Item No.:

Country of Origin:

(List as necessary)
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

36. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ATrade Agreements.@
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

37. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a

condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official
Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from

this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.

(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

☐ (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official
Where Disclosure Statement is to be Filed:

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

38. 15.406-2 **CERTIFICATE OF CURRENT COST OR PRICING DATA**

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm

Signature

Name

Title

Date of execution***

Maintenance and Repair of Emergency Generators
Solicitation No. 263-01-P(CW)-0044

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. SIC CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION (JANUARY 1997), FAR Clause 52.219-1.

- (1) The NAICS code for this acquisition is 235310.**
- (2) The small business size standard is \$11.5M.**
- (3) This acquisition is a total small business set-aside.**

It is anticipated that a single award will be made from this solicitation and that the award will be made on/about March 10, 2001.

It is anticipated that the award from this solicitation will be an Indefinite Delivery Requirements contract utilizing Firm Fixed Price (FFP) and Time and Materials (T&M) task orders. The period of performance is anticipated to be a Base year of twelve months with four twelve month option periods.

A pre-proposal conference will be held with the prospective offeror at NIH, Bldg. 13 Training Room on January 25, 2001 at 10:00 a.m. The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements which may be helpful in the preparation of proposals and for answering any questions which you have regarding this solicitation.

The success of this type of conference depends largely on the lead-time available to the Government for research in connection with questions submitted by offeror. Therefore, you are requested to mail written questions concerning any areas of uncertainty which, in your opinion, require clarification or correction, in sufficient time to be received on or before 2:00 p.m., January 22, 2001 at the address cited in Section G page G-1 1 - Consideration and Payment (B)(b).

Your questions should be submitted to the Contract Specialist, Lisa Schneider and the envelope should be marked, "Pre-proposal conference, RFP No. 263-00-P(CW)-0044." A set of all questions and answers will be furnished simultaneously to the prospective offeror whether or not they are in attendance. You may fax your questions to the Contract Specialist at 301/480-7250 or submit them via e-mail to ls113o@nih.gov.

Because of space limitations, the prospective offeror shall be limited to a total of 2 representatives. Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied,

is invalid.

Offeror shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a Indefinite Delivery Requirements contract with a Base year of twelve months with three twelve month option periods.

Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

(3) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(4) Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(5) Confidentiality of Proposal HHSAR 352.215-12, Restriction on Disclosure and Use of Data (April 1984)

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances

involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal; the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offeror are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(6) Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in, Section M of this RFP.

(7) Potential Award Without Discussions

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

(8) Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) Selection of Offeror

- a) The technical portion of the proposal will be evaluated by a technical evaluation committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.**
- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.**
- c) If award will be made without conducting discussions, offeror may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.**
- d) If the Government intends to conduct discussions prior to awarding a contract, the Contracting Officer will, in concert with program staff. Oral or written discussions will be conducted with the offeror. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, the offeror shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 15.351.670.**

- e) **Best Value Analysis.** A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
- f) The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet Government requirements.

(11) **Past Performance Information**

- a) Offerors shall submit the following information as part of their technical proposal.

A list of the last 3 contracts completed during the past 3 years, and the last 3 contracts currently in process that are similar in nature to the solicitation scope of work. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offeror that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

(12) **Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Facsimile Proposals, FAR Clause 52.215-5 (October 1997)
- b) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8 (October 1997)
- c) Preaward On-Site Equal Opportunity Compliance Review, (Over \$1,000,000), FAR Clause 52.222-24 (April 1984)

3. TECHNICAL PROPOSAL INSTRUCTIONS

The Emergency Generators are essential at NIH and its facilities. It is critical that this equipment remain in good operating conditions at all times. Therefore, in the proposal for the Maintenance and Repair of Emergency Generators, the technical portion of the proposal will be an important consideration in the award of this contract. The technical proposal should be in as much detail as deemed necessary to fully explain the approach and method of performing the work. The proposal should reflect a clear understanding of the scope of work. The technical proposal must include information on how the project will be organized, staffed, and managed.

The evaluation will be based on the demonstrated capabilities of the prospective contractors to respond to the needs of the service as set forth in SECTION C and the Scope of Work of this Request for Proposal. The offeror must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Failure to provide the information required to evaluate the proposal may result in the rejection of the proposal without further consideration.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

Understanding the NIH requirements:

- (1) The Offeror's proposal shall demonstrate a complete understanding of the scope of work as described in the Statement of Work. The proposal shall provide information to demonstrate that the various requirements can be performed within the constraints and the conditions

specified by the Government. A detailed replacement plan should be submitted which describes and demonstrates the offeror's ability to provide services for each of the services identified in SECTION C. This should include a schedule for completion of the work and delivery of items specified in the scope of work.

- (2) Offerors must demonstrate ability to provide an immediate response in a short turnaround time, as specified in the section C and the scope of work.

Personnel

- (1) Offerors shall provide a staffing plan to perform this contract. It includes a list of personnel who will be assigned to this contract, their training and experience, length of service, position they currently occupy and the name of a key contact person
- (2) Resumes of the mechanics are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

Quality Control

- (1) The Offeror's proposal shall clearly demonstrate an understanding of the principles involved with a Performance Based SOW as they relate to the implementation of all tasks described in the SOW, the Performance Requirement Summary (PSR), the Government Quality Assurance Plan (QAP), the Contractor's Self Evaluation Plan (SEP) and the relationship between the PSR, QAP, SEP, and the utilization of the proposed organizational structure and management process in assuring quality control.
- (2) The offeror shall discuss proposed procedures, techniques, and mechanisms for implementing the QP and making employees aware of all its aspects. Discuss techniques for enhancing quality consistency and continuous quality improvement, including techniques for sensitizing employees relative to maintaining and enhancing quality workmanship.
- (3) The Offeror shall provide a description of the proposed quality system. The system must cover all contract services, specify work to be inspected on either a schedule or unschedule basis. Fully describe proposed methods of providing proactive, self initiated corrective actions and revisions, updates, audits, and timely delivery of contract requirements
- (4) The offeror shall discuss the techniques, procedures, and mechanisms to ensure quality output despite schedule and/or priority pressures. Mechanisms for the identification of substandard output due to schedule and/or priority pressures.

Corporate Experience and Past Performance

- (1). Offerors must demonstrate a minimum of five (5) years experience in the operation,

replacement and repair of the different types of the equipment listed in the group that offerors wish to provide the service. Offerors shall demonstrate the ability to commit staff having the qualifications, experience and skills to perform the contract. Offerors may include any other factors that they feel that are important to this project.

(2) Offerors shall provide a list of references, at least three (3), either Government or Commercial demonstrating experience in maintenance and repair of Emergency Generators. If Government contracts provide contract numbers, contracting officers with address and telephone numbers, project officers or other contacts. For other than Government contracts provide name, addresses and telephone numbers of contact persons.

Technical Evaluation

Proposals will be technically evaluated in accordance with the Section M., hereof).

Additional Technical Proposal Information

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only, and which may subsequently be influenced by information in the responses to the Past Performance Survey.

Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more

compatible with the offeror's proposed schedules.

(1) Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

(2) Proposal Cover Sheet

The following information shall be provided on the first page of your pricing proposal:

1. Solicitation, contract, and/or modification number;
2. Name and address of Offeror;
3. Name and telephone number of point of contact;
4. Name, address, and telephone number of Contract Administration Office, (if available);
5. Name, address, and telephone number of Audit Office (if available);
6. Proposed cost and/or price; profit or fee (as applicable); and total;
7. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
8. Date of submission; and
9. Name, title and signature of authorized representative.

This cover sheet information is for use by offeror to submit information to the Government when cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

(3) Information Other than Cost or Pricing Data

- a) The information submitted shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.
Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

[Unless otherwise stated in this solicitation, the information may be submitted in the offeror's own format.]

(4) **Qualifications of the Offeror**

a) **You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts"**

(1) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

(2) **Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

(3) **Performance History**

Performance History is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

(4) Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and while not an

evaluation factor they are considered in the source selection process.

(5) Other Administrative Data

Property

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
 - (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) **The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.**
- (3) **The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.**

(6) Subcontractors

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) **Willingness to perform as a subcontractor for specific duties (list duties).**
- b) **What priority the work will be given and how it will relate to other work.**
- c) **The amount of time and facilities available to this project.**

- d) Information on their cognizant field audit offices.
 - e) How rights to publications and patents are to be handled.
 - f) A complete cost proposal in the same format as the offeror's cost proposal.
- (7) Proposer's Annual Financial Report

All offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

OR

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

5. REPRESENTATION AND CERTIFICATION

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor

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SECTION M - EVALUATION FACTORS FOR AWARD

ARTICLE M. 1. GENERAL

The major evaluation factors for this solicitation include technical (which encompasses experience and past performance factors) and cost/price factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

Offerors are advised that award will be made to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

ARTICLE M.2. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options. (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

ARTICLE M.3. TECHNICAL EVALUATION CRITERIA

The technical evaluation committee uses the evaluation criteria when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

A. Understanding the NIH requirements. 40 pts.

The technical approach and understanding of the requirement as defined in Section C., and discussed in the offeror's proposal as submitted under Section L. shall be evaluated based on the offeror's demonstrated understanding of the specific objectives, intent, and requirements of the work; the soundness, practicality, and feasibility of the proposed approach and work plans; and recognition of potential difficulties in performance. Missing or incomplete responses to required plan elements may result in a significantly reduced score for this factor. All criteria also applies to any subcontractor(s) whose function and staff shall be identified and described in detail. The offeror's understanding of the nature of the technical tasks

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will be evaluated for completeness, thoroughness, and validity. The offeror's specific methodologies and procedures to be utilized in accomplishing the activities reflected in the SOW will be evaluated. In the offeror's technical proposal, the following information, at a minimum should be provided:

- a. Demonstrate completeness of Contractor assessment of the condition of equipment.
- b. Demonstrate full understanding of roles Contractor is expected to perform.
- c. Describe approach for performing tasks (provide PM plan for each type of equipment & frequency.)
- d. Describe quality control plan, and how it will ensure performance requirements are met.
- e. Illustrate how business relations with NIH will be maintained.
- f. Provide contractor's plan for spare parts.
- g. Provide plan for 1 hour response time during after hours/weekends.

B. Personnel 35 pts.

The offeror's personnel plan will be evaluated based upon its feasibility and ability to provide personnel with the qualifications and experience to successfully meet the requirements of and perform the tasks cited in Section C., the SOW. Specifically the staffing plan and the experience and training level of the key personnel proposed will be evaluated. All elevator mechanics must be able to demonstrate 5 years of actual experience above the apprentice level.

The key personnel will be evaluated for evidence of equivalent or compensating background, education, and experience to those elements noted in the position qualifications. They will be evaluated based on information obtained from resumes, reference checks, and any other information available to the Government. Commitment to this contract will be part of the evaluation. Failure to submit a letter of commitment shall be reflected negatively in the evaluation and point scoring of Key Personnel. In the offeror's technical proposal, the following information, at a minimum, should be provided:

1. Identification of all key personnel:
 - a) Management
 - b) Mechanics/technicians
2. Resume of all personnel which includes the following information:
 - a) All mechanical, electronics and control experience.
 - b) Education
 - c) Training
3. Proof of any certifications held by personnel.
4. Letter of commitment to project for key personnel.

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5. Plan of how personnel will be managed.

Illustrate how personnel will be managed on the contract.

Identify key personnel, their backgrounds and roles they will perform.

C. Corporate experience and past performance 25 pts.

The evaluation will be based the description of experience submitted pursuant to Section L. and on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government. The offeror's past performance will be evaluated after determination of the competitive range. Only those offerors included in the competitive range will be evaluated for past performance.

The Government will evaluate the quality of the offeror's past performance based on information obtained from references provided by the Offeror, as well as other relevant past performance information obtained from other sources known to the Government.

The Government will assess the relative risks associated with each Offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers and relevant information.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

In the offeror's technical proposal, the following information, at a minimum, should be provided:

- a. Completed Past Performance Survey per Section J for the three (3) most recent contracts (within the last three years) of similar size and scope.
- b. The name and phone numbers of both the contracting officer and the program manager/official.

Total Possible Technical Score 100 PTS.

M.4. COST/PRICE FACTORS

- A. The Government will separately evaluate, in accordance with the following

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formula, the prices for the items described in Section b. supplies or Services and Prices/costs.

B. An overall rating of each proposal meeting the minimum technical requirements will be developed using a weighted combination of technical and cost/price proposals. The lowest total evaluated price in Section B will be assigned 47 points.

Points for all other offers will be calculated as follows: . . .

<u>Lowest Total Evaluated Cost/Price x</u>	47 Points = Number of Points
<u>Offeror's Total Evaluated Cost/Price</u>	To Be
	Assigned

SUMMARY:

Score for Evaluated Price

+Technical Score

Total Evaluated Score (out of 147)

NOTE: Points are merely guides for source selection and the mathematical outcome is not necessarily determinative of the awardee. Proposals that are unrealistically high or low may be deemed reflective of an inherent lack of failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal.

C. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation (including past performance), cost/price analysis, and ability to complete the work as described.

EMERGENCY GENERATORS, LISTING

FAC. No.	BLDG.	MANUF	MODEL NUMBER	ENGINE NUMBER	KW	VOLTS	RATED FL.	Bldg. Load
286	14G	Allis	1100	116693	100	480	150	
363	114	CUMMINS	NH220GG	480229	100	600	120	
1267	T-16	Military	HRS61PG	349706	100	208	347	
2127	41	CUMMINS	V12525GC	590063	250	480	371	
2232	4	CAT.	D336	55B713	150	480	226	
2233	T-8	CAT.	D336	55B686	150	208	521	
2234	6	CAT.	D336	55B686	150	208	521	
2235	7	CAT.	D336	55B673	150	208	521	
2236	52	CAT.	D336	55B704	150	480	226	
2237	3	CAT.	D336	55B674	150	208	521	
2238	111	CAT.	D336	55B697	150	208	521	
2854	21	CUMMINS	NT310GS	732416	150	208	521	
2863	T-18B	CUMMINS	NHC4GS	719989	60	208	208	
2867	T-10	CUMMINS	NT70GS	711489	125	480	188	
2875	36	CUMMINS	V12500GC	7003843	250	480	371	
3511	103	WAUKEGICHA	6cyl453x49	747245	150	480	226	
3587	29A	CUMMINS	V12500GC	10451128	250	480	371	
3588	35	CUMMINS	V12500GC	10447920	250	480	371	
3698	13P	ALLIS	17000	17-0614	175	208/480	608/263	
3699	13P	ALLIS	17000	17-03510	175	208/480	608/263	
3700	13P	ALLIS	17000	17-03510	175	208/480	608/263	

EMERGENCY GENERATORS, LISTING

FAC. No.	BLDG.	MANUF	MODEL NUMBER	ENGINE NUMBER	KW	VOLTS	RATED FL.	Bldg. Load
3701	13	Cummins	V12500GC	10447919	250	208	868	
3702	10A	Cummins	V12500GC	10451127	250	480	371	
3703	8	Cummins	NT310GC	10439407	150	208	521	
4613	38A	WHITE	795020A	D4800TA	130	480	196	
4674	10	CUMMINS	N855GC	11043835	135	480	203	
4742	13	CUMMINS	NT855G	10981232	150	208/480	520/225	
4676	10B	CAT.	D349TA	61P1089	600	480	903	
5388	110A	ONAN	DGAL31800A	1880163416	125	480	188	
5451	TB	ONAN	250DFBE353E	DFBE32E	250	208	866	
5502	10A	CUMMINS	NT65563	11484006	250	480	376	
5513	6B	CUMMINS	VTA28-G1	37121320	500	480	753	
5517	PKLWN.	CUMMINS	KTA19-G2	37127796	400	208	1389	
5735	31A	CUMMINS	1250GEA54585	10434032	125	480	188	
5737	10AIDS	CUMMINS	KTA38-G1	33119657	700	480	1054	
5748	14E	CUMMINS	KTA19-G3	37141342	450	208	1563	
5749	49	CAT.	3512D1	3Y00575	1500	480	2258	
5862	5	DETROIT	NT855-G6	11595256	250	480	868/371	
5868	13P	Onan	NT855-G4	11670758	250	208/480	868/371	
5869	14D	DETROIT	8V92TA	80837416	400	480	602	
5870	13P	CUMMINS	NT855-G4	11670757	250	208/480	868/371	
5907	101	Onan	6CT83-G	44949134	175	480	263	

EMERGENCY GENERATORS, LISTING

FAC. No.	BLDG.	MANUF	MODEL NUMBER	ENGINE NUMBER	KW	VOLTS	RATED FL.	Bldg. Load
5960	TB	Onan	LTA10-G7	34695815	250	208	868	
5992	112	Generac	EK130	A10907	230	208	799	
5993	FED.	CUMMINS	NTA855-G3	11671937	350	480	527	
5997	36	CUMMINS	KTA19-G2	37150547	450	480	677	
5998	60	ONAN	75ENTL28191B	21876E17TR	75	208	226	
6000	29B	CAT.	3512-DITA	24Z05504	1000	480	1505	
6001	45	CUMMINS	KTA38-G2	33126448	1000	480	1505	
6018	14C	CAT.	3406	4RG02286	300	480	451	
6034	102	Generac	EH70	245435	230	480	346	
6035	104	Generac	EK130	A11022	85	208	295	
6059	11	CUMMINS	VTA28-G5	25205980	600	208	2084	
6060	132	ONAN	200DFAA	34804647	200	208	694	
6061	28A	Generac	EK130	A11109	230	208	799	
6069	9	ONAN	4BT39G2	45202585	60	208	208	
6070	107	DETROIT	572RSL4067	12VFQ11835	515	480	775	
6071	41T	KOHLER	LSG8756005A	04994L16RC	100	480	150	
6072	10	CAT.	3516DIT	25Z05636	1500	480	2255	
6073	10	CAT.	3516DIT	25Z05626	1500	480	2255	
6074	10	CAT.	3516DIT	25Z05629	1500	480	2255	
6075	110	ONAN	6CT83-G	45600453	125	208	434	
6076	128	ONAN	6CT83-G	4558549	125	208	434	

EMERGENCY GENERATORS, LISTING

FAC. No.	BLDG.	MANUF	MODEL NUMBER	ENGINE NUMBER	KW	VOLTS	RATED FL.	Bldg. Load
6077	13P	ONAN	6CTA8.3G	45588767	175	208/480	263/608	
6078	100	Generac	92461		150	208	201	
6401	62	CUMMINS						
???	TB1	Detroit	6-71/ALI	6A0312004	150	208	521	

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BLDG	FAC	ROOM	MANUFACTURER	MODEL	SERIAL	AMPS	VOLTS	TYPE	PHASE	POLES	VERIFIED
3	2237 ATS1	B2-14	Russelectric	RMT6003CE	1591	600	208	Manual	3	3	
4	2232 ATS1	B2West	Zenith	ZTS	159112	400	480	Auto	3	3	
5	5862ATS1	B2East	Russelectric	RTB6003CEF		600	480	Auto	3	4	
6	2234ATS1	B2-20	Russelectric	RMT6003CE	1589	600	208	Manual	3	3	
6B	5513ATS1	B2B-29B	Onan	ONCU109G	D89023145	1000	480	Auto	3	4	
7	2235ATS1	B2-36	Russelectric	RMT6003CE	1587	600	208	Manual	3	3	
8	3703ATS1	B1B-02	Onan	ONCU600C2	B890209651	600	208	Auto	3	4	
9	6069ATS1		Onan						3		
10	4674ATS1	B3B-69	Russelectric	RMT2254CE	15287-1	225	480	Manual	3	3	
10A	3702ATS1	10D-37	Russelectric	RMT4003CE	5982	400	480	Manual	3	3	
10A	3702ATS2	8D-42	Onan	BT400	G99094479	400	480	Manual	3	3	
10A	3702ATS3	2N-259	Onan	BTB3383817	I990034893	400	480	Manual	3	3	
10A	5502ATS1	B1-19	Onan	OTCU225	C88107164	225	480	Manual	3	3	
10A	5502ATS2	B1-19	Onan	OTCU400	H880150958	400	480	Manual	3	3	
10Aids	5737ATS1	7N-100	Russelectric	RTBD8004	18162-1A	800	480	Auto	3	4	
10Aids	5737ATS2	7N-100	Russelectric	RTBD6003	18162-2a	600	480	Auto	3	4	
10Aids	5737ATS3	7N-100	Russelectric	RTBD1003	18162-3A	100	480	Auto	3	4	
10B	4676ATS1	P2C-302	Onan	BT400	K980827680	400	480	Manual	3	3	
10B	4676ATS2	P2C-302	Onan	BT400	K980827682	400	480	Manual	3	3	
10B	4676ATS3	3FL-PH	Zenith	ZTS-2EC	165460	225	480	Manual	3	3	
11	6059ATS1	Mezz.	Russelectric	TB16003CE	21577-1A	1600	208	Auto	3	4	
12	6187ASG	PH Mech	Zenith	EC100K427	238484-00		480	Auto	3		
13	3701ATS1	Sub-Base	Russelectric	RMT6003CE	5916	600	208	Manual	3	3	
14D	5869ATS1	Mech.Rm	Russelectric	RMT6003CE	20277-1	600	480	Auto	3	3	
14E	5748ATS1	WC-Out	Onan	BN400	A92044425	400	208	Auto	3	4	
14E	5748ATS2	WC-Out	Onan	BN300	A92044498	300	480	Auto	3	4	
14E	5748ATS3	WC-Out	Russelectric	RMT6004CE	20622-2	600	208	Auto	3	4	
14E	5748ATS4	Mech.Rm	Russelectric	RTB2604CEF	20622-1B	260	208	Auto	3		
14F	5869ATS1	WC-Out	Asco	C94034009xC	962840	400	480	Auto	3	3	
14G	0286ATS-1	RM-111	Onan	BT400	D950575458	400	480	Auto	3	4	
21	2854ATS1	RM-119	Russelectric	RMT4003CE	21681-1	400	208	Auto	3	3	
28A	6061ATS1	Mech rm.	Zenith	BTSH40007	228151	400	208	Auto	3		
29	3587ATS1	Vault	Russelectric	RMT4003CE	5910	400	480	Auto	3	3	
29	3587ATS2	Vault	Russelectric	RMT4003CE	5911	400	480	Auto	3	3	
29A	3587ATS3	B-04	Russelectric	RMT4003CE	19793-1	400	480	Auto	3	3	
29B	6000ATS1	B1N-04	Russelectric	RTBD6004CE	20386-1A	600	480	Auto	3	4	

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29B	6000ATS2	B1N-04	Russelectric	RTBD6004CE	20386-2A	800	480	Auto	3	4	
29B	6000ATS3	B1N-04	Russelectric	RTBD6004CE	20386-2C	800	480	Auto	3	4	
30	3587ATS1	Vault	Russelectric	RMT4003CE	5912	400	480	Auto	3	3	
30	3587ATS2	Vault	Russelectric	RMT4003CE	5913	400	480	Auto	3	3	
31A	5735ATS1	Mech.Rm	Russelectric	RMT1503CE	10397-2	150	480	Auto	3	3	
35	3588ATS1	B-120	Onan	BT400	982082760	400	480	Auto	3	4	
36	2875ATS1	1W-15	Russelectric	RMT1003CE	2714	100	208	Auto	3	3	
36	2875ATS2	4W-15	Russelectric	RMT1003CE	2713	100	208	Auto	3	3	
36	2587ATS3	Penthouse	Russelectric	RMT4003CE	2134	400	480	Auto	3	3	
36	5997ATS1	B1-	Onan	M-BT300	A94053265	300	480	Auto	3	3	
36	5997ATS2	B1-	Onan	BT300	A940530600	300	480	Auto	3		
36	5997ATS3	Mezz.	Onan	BT300	A940532051	300	208	Auto	3		
36	5997ATS4	Penthouse	Onan	BT400	A940531181	300	480	Auto	3		
36	5997ATS5	Penthouse	Onan	BT400	A940531180	300	480	Auto	3		
38A	4613ATS1	B2Mech	Onan	BT400		400	480	Auto	3	3	
41	2127ATS1	Vault	Powercon	N/A	N/A	400	480	Auto	3	3	
41T	6071ATS1	Mech.Rm.	Asco				480	Auto	3	3	
45	6001ATS1	P1-Mech	Onan	OT400	K930526699	400	480	Auto	3	3	
45	6001ATS2	P1-Mech	Onan	OT600		600	480	Auto	3	3	
49	5749ATS1	B2 Mech	Russelectric	TBD6004CE	18440-2A	600	480	Auto	3	4	
49	5947ATS2	B2 Mech	Russelectric	TBD20004C	18440-1A	2000	480	Auto	3	4	
52	2236ATS1	28A-Mech	Zenith	ZBTSL26CE		260	208	Manual	3	3	
59A	6072ASG	Cntrl.Rm	Powercon				480	Auto	3		
60	5998ATS1	B1-Mech	Onan	OTCUC225C		225	208	Auto	3	3	
62	6401ATS1	Mech, room	Russelectric			1200	208	Auto	3		
T18	2863ATS1	Mech.Rm	Russelectric			100	208	Auto	3	3	
T18	2863ATS2	Outside	Zenith			150	208	Auto			
100	6078ATS1	314	Zenith	ZBTSH60FC	1300324-1	600	208	Auto	3	3	
101	5907ATS1	RM-102	Onan	OT400	K930526299	400	480	Auto	3	3	
102	6034ATS1	RM-138	Zenith				480	Auto	3	3	
103	3511ATS1	1A-17	Russelectric	RMT4003CE	3930	400	480	Auto	3	3	
104	6035ATS1	Mech.Rm	Generac				208	Auto	3	3	
107	6070ATS1	Outside	Russelectric				480	Auto	3	3	
110	6075ATS1	Outside	Onan	BT600	k970657379	11602C	208	Auto	3	3	
110A	5388ATS1	Mech.Rm	Onan				480	Auto	3	3	
110A	5388ATS2	Mech.Rm	Onan				480	Auto	3	3	
111	2238ATS1	Mech.Rm	Russelectric	RMT6003CE		600	208	Auto	3	3	

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